

May 13, 2011

TO: ALL POTENTIAL PROPOSERS

RE: RFP NO. ABFP-11-02
A Professional Land Services for Atchafalaya Basin Projects@

QUESTIONS AND ANSWERS

1. Q. Item 4.1 appears to be missing the time by which proposal must be submitted on 5/20/11. Please provide the time by which Proposers must submit.
A. **The proposals are due by 3:00 p.m. CST. The deadline has been extended to 5/27/2011.**
2. Q. It appears the scope of work may require certain tasks such as appraisals, mapping and certain title work that is typically not part of tasks performed by a right of way agent yet the only rate requested is for the right of way agent. Would such persons as the appraiser, etc. be held to the rate quoted for the agent?
A. **In place of submitting one hourly rate please use rate schedule attached as addendum to RFP in proposal submittals.**
3. Q. If the appraisers, etc. are not held to the right of way agent rate, how will costs for these services be considered in the cost scoring?
A. **See answer to Question 2.**
4. Q. Page 1 – 2.1 Term of Contract – It is the intention of the State to award multiple contracts (up to 2) in the amount of \$100,000.00 each, with the option to renew up to 3 years upon approval. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2011 and continue through June 30, 2012.
A(4a). a) Is this multiple contracts to one firm or one contract to two firms?
There will be multiple contracts to different proposers.
b) The \$100,000 cap on each contract is very small considering that appraisals alone can cost that much depending on the size of the project

and whether or not 2 appraisals are required as per LRS 48:443 or some other statute. How many appraisals will be required on each parcel?

A(4b). The state requires two regular appraisals for each parcel.

c) Will there be an Appraisal Review required on each appraisal?

A(4c). A review appraisal would also be required, but it would not be performed by the same contractor.

d) Will the fees paid to subcontractors be pass-throughs or will the prime contractor be allowed to include a mark-up for management and administration of the subcontractors?

A(4d). Fees paid to subcontractors are paid actual costs incurred. NO MARK-UPS ALLOWED.

5. Q. Page 7 – 5.0 PROPOSAL CONTENT – B. Volume II. FINANCIAL INFORMATION (SEPARATE VOLUME) (1 COPY)

1. Financial Capability: Proposer shall provide the latest three years of financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. letters from banks and other financial companies.

a) We would prefer not to put out company's financial data for possible release to the public. Could you give an example of what kind of letter from a bank or other financial company would be acceptable?

A(5.1a). Your financial data is required. It is received by this office, reviewed only by those personnel necessary to view for approval of your financial capability, and kept under lock and key. There are multiple safeguards to keep your data secure and your data is never released to the public.

2. Overhead rate: The proposer's overhead rate, with a complete, detailed breakdown of the components and percentages, must be included with the proposal. The method for computation of the overhead rate for this specific project must be included. In addition, the normal overhead rate used for similar projects should be included. If the overhead rate is incorporated into hourly rates or other cost categories, the proposer must identify the categories used and the percentage attributable to overhead.

a) It appears that you are asking for two different rates: one for this project and one that we use and that has been approved by other State agencies on similar projects. We don't see any reason why the rates should be different, but in case they are, what rate will you use?

A(5.2a). The rate should be your current overhead rate.

6. Q. Page 8—6.0 EVALUATION AND SELECTION –6.5 Evaluation and Review
Cost ratings (CR) will be determined using the following formula: Lowest hourly rate (LC) will receive 30 points. All other proposals will be rated by multiplying the maximum points possible (30) by a fraction that consists of the lowest cost as

a numerator and proposer's cost (PC) proposal being evaluated as denominator.
 $CR=(LC/PC*30)$

- A. **Cost ratings formula has been revised as follows: Lowest average hourly rate (LC) will receive 30 points. All other proposals will be rated by multiplying the maximum possible points (30) by a fraction that consists of the lowest cost as a numerator and proposer's cost (PC) proposal being evaluated as denominator. $CR=(LC/PC*30)$.**

7. Q. Page 29 – ATTACHMENT IV: COST PROPOSAL
I/We propose to provide all landman/right of way agent services described in this RFP for the all-inclusive hourly rate of: _____ / hour
a) This would seem to lump all rates from multiple disciplines into one number when in reality, different disciplines command different rates and within those disciplines; for example, a senior landman will command a different rate from a junior landman. Would not a single number force the proposer to use the highest number of the highest paid employee in order to cover their costs, and would not this increase project's cost to the public?
- A. **See answer to Question 2.**
8. Q. Does the RFP required the Proposal to state a single blended rate for performance for all 12 services identified in the Scope of Work on Enclosure 1, or may the Proposal state different rates for each of the 12 services?
- A. **See answer to Question 2.**
9. Q. If the Proposer does not intend to charge for Overhead, and does not track or calculate overhead but instead simply charges an hourly rate inclusive of any overhead, must an overhead rate nevertheless be set forth in the proposal as suggested at 5.0 (B)(2) on page 7 of the RFP? Would it be satisfactory to simply state in the Proposal that any and all overhead is included in the hourly rates? If overhead must be calculated and set forth, what method or guideline for calculating it does DNR require or consider satisfactory?
- A. **See answer to Question 2.**
10. Q. Are photocopying and postage/courier services considered reimbursable expenses under the RFP?
- A. **No.**
11. Q. Does the RFP include legal services, such as title opinion preparation, directing curative work, or drafting deeds, agreements, etc. (beyond filling in appropriate blanks in pre-existing forms)? Also, will title insurance be required?
- A. **The RFP does not include providing legal services. Furthermore, title insurance will not be required.**

12. Q. Does the RFP included preparation of or determination of the sufficiency of environmental clearance? Scope of Work Item 12 on Attachment I mentions “environmental assessment examination.” Will the Proposer be responsible for obtaining or determining a sufficiency of any such matters, or may the Proposer assume that environmental clearance has been obtained, including satisfaction of the National Environmental Policy Act, Phase I/Phase II environmental investigations, wetlands delineation, wetlands permitting, Section 404 permits, and the like?
- A. **Regarding “environmental assessment examination”, it is envisioned that the ABP project manager may direct the contracting party to conduct a Phase I analysis of potential environmental contamination.**
13. Q. The owned-automobile coverage specified on Attachment III Item (A)(2) cannot be obtained without owning automobiles. If a Proposer owns no automobiles, may the Proposal state that the Proposer or its subcontractor owning automobiles to be used on the project will have coverage in the amounts stated Attachment III Item 13(B)(2) in place and documented to DNR, with DNR named as an additional insured, before commencement of any work using owned automobiles?
- A. **Yes.**
14. Q. The particular insurance forms specified on Attachment III Item 13(A)(1 and 2) such as ISO form GL 0002 (Ed. 1/73) and ISO form CA 0001 (Ed. 1/78), are no longer in use and coverage under current policies for Comprehensive General Liability (occurrence form) and Automobile Liability, in the amounts specified on Attachment III Item 13 (B)(1 and 2)?
- A. **New insurance requirements are attached.**
15. Q. Attachment III Item 13 (B)(3) requires employers’ liability coverage of \$1,000,000 when “work is to be over water and involves maritime exposure.” Does the RFP require Jones Act/maritime or U.S. Longshoremen’s and Harbor insurance policies, or does it require only normal statutory workers’ compensation but in the amount of \$1,000,000?
- A. **If working over water you are required to have \$2,000,000.00 Watercraft Liability.**
16. Q. Attachment III Item 13(B)(4) requires aircraft and watercraft liability coverage “when applicable to project.” It is unknown at this time what projects the Proposer will work on, and so it is unknown what if any aircraft or watercraft will be needed or used. If a Proposer owns no aircraft or watercraft, may the Proposal state that the Proposer or its subcontractor will have coverage in the amounts stated on Enclosure 1 Item 8(B)(4) in place and documented to DNR/CRD, with DNR named as an additional insured, before commencement of any work using aircraft or watercraft?
- A. **Yes.**

17. Q. Will the DNR consider providing anticipated levels of effort, on a percentage basis, for the Proposers to use in developing the requested composite hourly rate for personnel? Alternatively, will the DNR consider modifying Attachment IV to allow hourly rates for multiple classifications of employee. By doing so, the DNR will minimize the risk to the contractor and thus, receive lower hourly rates for the services being sought.
- A. **See answer to Question 2.**
18. Q. Item 5.0.7 requires the Proposer to allocate sub-consultants time on a percentage basis. Most sub-consultants are specialists for a specific field, thus, the time allocation will be based on the scope and requirements of individual task orders. Will the DNR consider providing anticipated levels of effort for the primary tasks on a percentage basis?
- A. **No, percentage not needed for the proposal because project is task oriented .**
19. Q. Are the projects requiring land services listed in the Atchafalaya Basin Program annual plans for 2010, 2011, 2012 and 2013 per DNR's website and if so, what FY projects are anticipated under this RFP?
- A. **The projects requiring land services are those listed in the Atchafalaya Basin Program Annual Plans for 2010, 2011, and 2012 and may also include those projects included in subsequent Atchafalaya Basin Program Annual Plans. We do not yet have a list of anticipated projects for which land services would be requested under this contract. As needs arise for specific projects we will direct the contractor to address those.**
20. Q. If the projects are not listed in the annual plans, is it possible to receive a list and description of the potential projects?
- A. **See answer to Question 19.**
21. Q. In accordance with the RFP, specifically item 9. Cost Proposal (page 7 of RFP), the proposer is required to provide an hourly rate for a landman/right-of-way agent. The scope of services indicates that appraisal reports may be required. How will the appraisers be paid under this contract (hourly or lump sum)? If the rates will be established by DNR, please provide that information.
- A. **See answer to Question 2.**
22. Q. In the course of providing land services, some GIS, administrative support and other such personnel are sometimes required. Will allowances be made and hourly rates negotiated for non landman/row agent personnel required to execute task orders?
- A. **See answer to Question 2.**
23. Q. The RFP states the date the proposal is due but does not provide a time, please confirm the time the proposal is due on May 20th.
- A. **See answer to Question 1.**

24. Q. Regarding the Cost Proposal, page 7 number 9: What does it mean for the hourly rate to be all inclusive? Is it to include all project expenses such as copies, recordation fees, and other project requested and/or required Clerk of Court or Assessor fees?
- A. **See answer to Question 2.**
25. Q. Regarding the Cost Proposal, there appears to be only one hourly rate requested, the one for landman/right of way agent services. How are the other services, appraisals, environmental assessment examination and property surveys, to be compensated? Are separate hourly rates to be included for these experts?
- A. **See answer to Question 2.**
26. Q. If the other services, appraisals, environmental assessment examination and property surveys are compensated by separate hourly rates, are their hourly rates and/or qualifications going to be used to evaluate the Proposal. If so, how?
- A. **See answer to Question 2.**
27. Q. If the other services, appraisals, environmental assessment examination and property surveys are needed, should these experts be included (as subcontractors or otherwise) in the Proposal and how?
- A. **See answer to Question 2.**

Addendum to RFP Rate Schedule

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Professional Land Services Rate Schedule

<u>Personnel</u>	<u>Rate</u>
Principal	\$ _____
Project Manager	\$ _____
Sr. Landman	\$ _____
Landman	\$ _____
Sr. Right of Way Agent	\$ _____
Right of Way Agent	\$ _____
Sr. Negotiator	\$ _____
Negotiator	\$ _____
Abstractor	\$ _____
Real Estate Appraiser	\$ _____
GIS/Landrights Mapping Services	\$ _____
Environmental Specialist (Phase I)	\$ _____
Surveyor Manager/PLS	\$ _____
Principal	\$ _____
Survey Party Chief	\$ _____
Field Survey Crew	\$ _____
Expert Witness/Testimony	\$ _____
Administrative Support Staff (General)	\$ _____

INSURANCE REQUIREMENTS

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the

site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.